



## NON-EXCLUSIVE KITCHEN LICENSE AGREEMENT

THIS NON-EXCLUSIVE KITCHEN LICENSE AGREEMENT dated as of \_\_\_\_\_, 20\_\_ (this "License") is by and between THE EPISCOPAL CHURCH OF CHRIST THE KING IN THE RONDOUT VALLEY having an address at 3021 Route 213, Stone Ridge, New York 12484 (the "Church") and \_\_\_\_\_, a \_\_\_\_\_ having an address at \_\_\_\_\_ ("Licensee").

### STATEMENT

Licensee wishes to obtain from the Church and the Church agrees to provide to Licensee a revocable non-exclusive license to utilize the commercial kitchen located at the Church for the period of time and for the limited purpose and as otherwise specified in this License and in Attachment A attached hereto. Attachment A is incorporated by reference and made a part of this Agreement as if fully set forth herein.

#### 1. Compensation

The compensation payable to the Church for the License shall be as set forth in Attachment A. It is understood and agreed that the creation and effectiveness of the License is expressly conditioned on the Church's prior receipt of the compensation in irrevocable funds (the "Effective Date").

#### 2. Term and Termination

This Agreement shall become effective as of the Effective Date and, unless otherwise terminated as set forth below, will continue for the period of time stated in Attachment A (the "Term"). The Term may be revised or renewed upon mutual written consent of the parties.

This Agreement may be terminated at any time by the Church if Licensee fails or refuses to comply with the terms of this License or the written policies or reasonable directives

of the Church or commits misconduct or negligence in connection with performance under this License.

### 3. Insurance

Licensee must obtain property and liability insurance, naming the Church as an additional insured with direct access, in the minimum amount of \$\_\_\_\_\_ from an insurer reasonably acceptable to the Church, with proof of such insurance on or before the Effective Date.

### 4. Use of Kitchen

Licensee acknowledges that Licensee's right to use the kitchen is a non-exclusive revocable license only and does not constitute a grant of any ownership, leasehold, easement, or other property interest or estate in the Church or any of its property. Notwithstanding anything otherwise stated in this License, Licensee expressly acknowledges and agrees that the Church reserves the right at all times to use the kitchen and its equipment to the exclusion of all other parties, including Licensee, for specific Church functions, including, without limitation, use for coffee hours, Church dinners, and use by Alcoholics Anonymous and Overeaters Anonymous.

All food preparation in the kitchen shall be in compliance with all applicable Federal, State, and County laws, regulations and standard practices. A power point presentation prepared by Ulster County entitled "Safe Food Events" is available for review upon request to the Church.

This License permits the Licensee to use of all kitchen equipment located in the kitchen, including ovens, refrigerators, fryers, coffee makers, dishwashers, utensils, bowls, and pots and pans, together with access to the rest rooms, but does not include use of Timmerman Hall. Sinks shall be used solely for the purpose intended and in accordance with commercial kitchen use. Access to and from the kitchen shall be solely by the door on the south side of the Church that leads directly into the kitchen.

Licensee shall return the kitchen and all equipment to their initial condition, shall ascertain that all equipment has been properly turned off, shall clean up and properly remove all trash and food from the Church and its property, and shall store all equipment properly. The Church retains the right to inspect the kitchen prior to or immediately after Licensee vacates the kitchen. Licensee is responsible for any and all damage to or thefts from the kitchen or the church building resulting in any way from Licensee's use including, without limitation, damage caused by acts of Licensee or any Licensee employee, contractor, vendor, supplier, or volunteer. The Church may deduct

amounts from any security deposit to cover such costs. Licensee, on Church's demand, will pay the Church for all costs incurred in repair, cleaning or replacement of property damaged or stolen if the cost of repair, cleaning, or replacement exceeds the amount of any security deposit.

5. Smoking

The Church is a smoke free-environment. No smoking is permitted at the Church or on any of its property. Licensee shall ensure that neither it nor any of its staff shall breach this condition.

6. Parking

Licensee shall have the right to utilize up to [three (3)] parking spaces located on the Church parking lot. Licensee shall ensure that Licensee's use and clean-up will not interfere with or otherwise disturb other activities at the Church.

7. No Representations

Licensee acknowledges that the Church is not making and has not made any representations, warranties, promises, or guarantees of any kind, including with limitation, any representations about quality, condition, or suitability of the kitchen for Licensee's use. Licensee acknowledges that Licensee has had an opportunity to visit the kitchen and has made its own independent evaluation of its suitability for Licensee's use. The Church has no obligation to make any alteration, improvements, or repairs of any kind to the kitchen for Licensee's use.

8. Personal Property

The Church will not be responsible for the loss, theft, or damage of the equipment, supplies, or other property of Licensee, any Licensee employee, contractor, vendor, supplier, or volunteer. Licensee and such persons assume the risk of all such losses.

If Licensee or any Licensee employee, contractor, vendor, supplier, or volunteer leaves any of their personal property in the kitchen after Licensee leaves the Church, the Church may, but will not be obligated to, store it for Licensee at Licensee's risk and expense. The Church will release this property only when Licensee pays all charges in relation to this License and any other outstanding amounts owed to the Church under this License.

9. Indemnification and Liability

Licensee shall defend, indemnify, and hold the Church, and its respective Rector, Vestry Members, and their respective employees and agents (collectively, the “*Church Parties*”), harmless from and against any and all claims, liabilities, losses, damages, expenses, and attorneys’ fees arising directly or indirectly from: (i) the planning, management, travel to and from, and conduct of Licensee’s activities hereunder including, without limitation, claims by Licensee employees, contractors, vendors, suppliers, or volunteers; (ii) the presence and behavior in, use of the Kitchen by, and consumption of food by, such persons, including the use of kitchen equipment; (iii) the condition of the Church premises, including the kitchen; or (iv) any breach by Licensee of this License, except to the extent the liability is caused by the gross negligence or willful misconduct of the Church.

No Church Party shall have any liability to Licensee or any Licensee employee, contractor, vendor, supplier, or volunteer for any accidents or injuries in the kitchen or elsewhere that may occur in connection with this Licensee, except to the extent the liability is caused by the gross negligence or willful misconduct of such Church Party.

The Church will not perform or be held liable for failure to perform if nonperformance is caused by destruction, material damage, or other unavailability of the kitchen; terrorist activity, protests, or civic unrest; interruption of public utilities; traffic problems; strikes or other labor disputes; emergency; acts of God; the elements; power failures, or any other causes beyond the Church’s control.

Under no circumstances, and under no legal theory, whether in tort, contract, or otherwise, will any Church Party be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages, (including, without limitation, loss of goodwill, or cost of cover) arising out of or relating to this License or Licensee’s activities hereunder, even if the Church has been advised of the possibility of such damages. In no event will the total aggregate collective liability of the Church Parties to Licensee or of any person arising out of or relating to this License exceed the total fees paid to the Church by Licensee under this License.

#### 10. General Provisions

This License, including its Attachment, sets out the final, complete, and exclusive agreement between the Church and Licensee, and supersedes prior discussions, communications, and correspondence, and any course of dealing between the Church and Licensee relating to the subject matter of this License.

This License may be amended only as stated in a writing signed by both the Church and Licensee stating that it is an amendment to this License.

Any waiver by the Church under this License must be in writing and signed by the Church. Waiver by the Church of any breach or provision of this License or failure by the Church to enforce any breach or provision of this License will not be considered a waiver of any later breach or the right to enforce any provision of this License.

If any provision in this License is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

Licensee may not permit any other person to use the kitchen, or otherwise assign its rights or delegate its duties under this License, to anyone else without the prior consent of the Church.

Nothing in this License creates an employment, partnership, joint venture, fiduciary, or similar relationship between the Church and Licensee.

This License is for the exclusive benefit of the Church and Licensee and not for the benefit of any third party including, without limitation, any Licensee employee, vendor, contractor, or volunteer.

This License shall be governed by and construed in accordance with the laws of the State of New York. The Church and Licensee expressly consent to the exclusive jurisdictions of the courts of the State of New York.

**IN WITNESS WHEREOF**, the Church and Licensee have executed this License as of [DATE]

LICENSEE

Name:

Title:

THE EPISCOPAL CHURCH OF CHRIST THE KING  
IN THE RONDOUT VALLEY

By:

Name:

Title

# ATTACHMENT A

CHURCH:

Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

LICENSEE:

Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

PURPOSE: \_\_\_\_\_

Number of individuals to use kitchen: \_\_\_\_\_  
Is this use a Not-for-Profit Use? \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

LICENSE COMPENSATION: \_\_\_\_\_

SECURITY DEPOSIT: \_\_\_\_\_

## DONATION SCHEDULE

\$25/hour for kitchen use  
\$1,000 security deposit

*Donations to be collected bi-weekly and may be submitted to the Church Office via cash, check, or credit card online: <https://ctk.breezechms.com/give/online>*